

AGREEMENT IN FURTHERANCE OF SETTLEMENT DISCUSSIONS

RE: INTERIM COMPROMISE WITH RESPECT TO THE COOPERATIVE PROCUREMENT COSTS HEARING BEFORE MILK MARKETING BOARD

WHEREAS, the Cooperative Procurement Costs Hearing is pending before the Pennsylvania Milk Marketing Board and there are still hearing days to complete with respect to implementation of the proposed cooperative cost recovery charge and there is still post-hearing briefing to be completed;

WHEREAS, the Pennsylvania Association of Milk Dealers (PAMD) and the Pennsylvania Association of Dairy Cooperatives, the two parties most directly affected by the hearing outcome, have decided to propose an interim compromise/settlement to defer further hearing activity and make room for further consideration of a permanent compromise/settlement;

WHEREAS, PAMD and PADC are requesting the support or non-objection from interested parties, including the Department of Agriculture, the PA Farm Bureau, the Board Staff, Dean Foods, and the Food Merchants;

WHEREAS, PAMD and PADC may provide certain non-public information to the interested parties to afford them informed consent and it is the intention of PAMD and PADC that any such disclosures be received on a confidential basis and without prejudice to the parties' positions should the hearing continue in the future and with respect to future hearing, rulemaking or legislative efforts with respect to such issues. Non-public information includes the impressions, analysis, organization and interpretation of public and non-public information presented by any party representative including experts;

WHEREAS, it is the intention of the parties that discussions and correspondence and any documents shared as part of such discussions and correspondence, in advancement of an interim compromise with respect to the Cooperative Procurement Costs Hearing are subject to the principles and protections of Rule 408 of the Pennsylvania Rules of Evidence, which prohibit use in a civil action of conduct or statements made during compromise negotiations about the subject matter of such action;

NOW THEREFORE, this 10th day of September 2019 the parties agree as follows:

1. The forgoing recitals are part of this agreement by reference here;
2. Nothing said, or presented (including, but not limited to, documents, charts, graphs, data, draft exhibits, analyses, impressions, organization and interpretations of public or non-public information) by a party or any participant as part of any correspondence, meetings, or discussions to advance the proposed interim compromise, may be used, either directly or indirectly, by any other party or representative thereof as part of the Cooperative Procurement Costs Hearing (including conferences and other related proceedings or filings) or in any future proceeding including hearings, rulemakings or other policy efforts related to the issues raised in these discussions, unless first presented publicly by the party presenting the information in these compromise discussions.
3. Nothing said or presented in furtherance of these compromise discussions shall create a waiver as to work product or attorney client privilege;
4. No party, representative thereof, or other participant in these compromise discussions may disclose this or any revisions to this proposed compromise until presented publicly nor may they

disclose non-publicly available information presented by another party or its representative in the course of these discussions to any person or entity not affiliated with their organization;

5. The parties and their principals and attorneys' signatory to this Agreement are responsible for assuring that their witnesses, representatives, and any other persons do not use non-publicly available information or make any unauthorized disclosures of the proposed compromise or its revisions, if any, provided as part of these compromise discussions, in contravention of this Agreement;

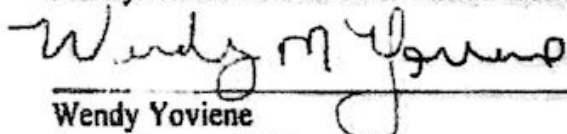
6. Antitrust compliance. The parties intend to fully and strictly comply with the letter and spirit of all requirements and prohibitions of applicable antitrust laws. As such, the sole subject of these compromise discussions shall be the resolution of issues in the Cooperative Procurement Hearing. The parties will not discuss during the course of these compromise discussions any other topic including the specific terms of any transactions between or among the participants, which are not subject to PMMB regulation;

7. The parties agree and acknowledge that there is no adequate remedy at law for a breach of this agreement.

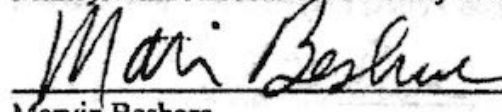
8. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this agreement to be executed by their duly authorized representatives.


Pennsylvania Association of Milk Dealers


Wendy Yoviene
September 10, 2019


Pennsylvania Association of Dairy Cooperatives


Marvin Beshore
September 10, 2019

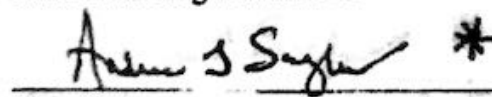
Pennsylvania Department of Agriculture


John Howard
September __, 2019

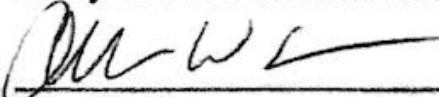
Pennsylvania Farm Bureau


John Bell
September __, 2019


Milk Marketing Board Staff

 *
~~Steve Zalman~~ Andrew L. Saylor
September 16, 2019 Staff Attorney

Pennsylvania Food Merchants Association


Allen Warshaw
September 20, 2019

Dean Foods Company


Charles English, Jr.
September 16, 2019

* Board Staff has signed this Agreement subject to the following: Board Staff may have access in other contexts to information described in this Agreement as non-public (or non-publicly available) information. Board Staff are restricted by section 310 of the Milk Marketing Law, not by this Agreement, in their use of that information when obtained in other contexts.

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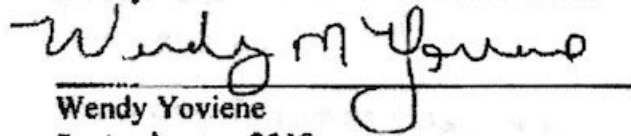
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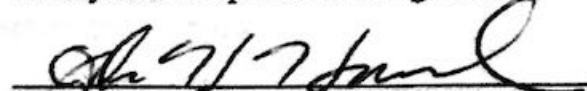
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September 10, 2019

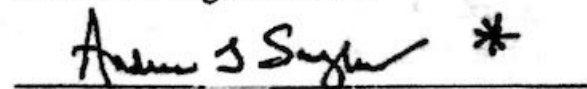
Pennsylvania Department of Agriculture


John Howard
September 19, 2019

Pennsylvania Farm Bureau

John Bell
September __, 2019


Milk Marketing Board Staff


~~Steve Zalman~~ Andrew L. Saylor *
September 16, 2019 Staff Attorney

Pennsylvania Food Merchants Association

Allen Warshaw
September __, 2019

Dean Foods Company


Charles English, Jr.
September 12, 2019

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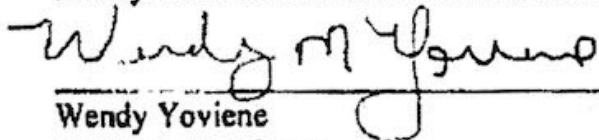
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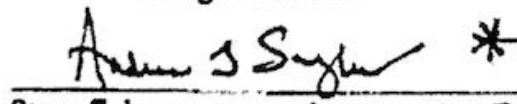
Pennsylvania Department of Agriculture


John Howard
September __, 2019


Pennsylvania Farm Bureau


John Bell
September 29, 2019

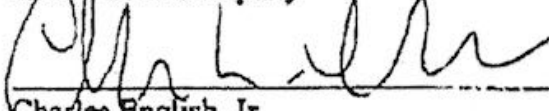
Milk Marketing Board Staff


~~Steve Zalman~~ Andrew L. Saylor
September 16, 2019 Staff Attorney

Pennsylvania Food Merchants Association


Allen Warshaw
September __, 2019

Dean Foods Company


Charles English, Jr.
September 12, 2019

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